

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
vs.)	Case No. 10 CR 195 - 1, 3
)	
BRIAN HOLLNAGEL and BCI)	Honorable Judge Amy J. St. Eve
AIRCRAFT LEASING, INC.,)	
)	
Defendants.		

AGREED PROTECTIVE ORDER

Upon agreement of counsel for AAR CORP, a non-party document subpoena recipient, the government, and defendants BRIAN HOLLNAGEL and BCI AIRCRAFT LEASING, INC., it is hereby ORDERED as follows:

1. All materials produced by AAR CORP to defendants BRIAN HOLLNAGEL and BCI AIRCRAFT LEASING, INC. (collectively the “Defendants”) pursuant to a document subpoena issued by the Defendants to AAR CORP on November 2, 2010, including but not limited to any documents, emails, written reports, written notes, or any other tangible objects (collectively, “the Materials”) remain the property of AAR CORP. Upon conclusion of the trial of this case and any direct appeals of this case or upon the earlier resolution of the charges against Defendants, and all other defendants in the above-captioned case, all of the Materials and all copies made thereof must be returned to AAR CORP.

2. All of the Materials produced by third-party AAR CORP may be utilized by the Defendants, Defendants’ counsel, and employees and agents of Defendants’ counsel solely in connection with the defense of this case and for no other purpose.

3. Defendants’ counsel and Defendants shall not disclose the Materials directly or indirectly to any other person except persons employed by or agents working with Defendants’

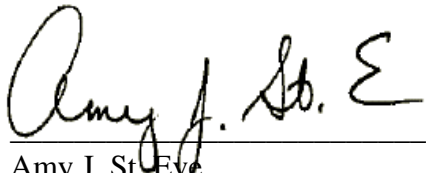
counsel to assist in the defense of the Defendants, persons who are interviewed as potential witnesses, persons who are consulted as potential and/or retained experts during the course of the litigation of this case, other named-defendants in the above-captioned case and/or such other persons to whom the Court may authorize disclosure (collectively "Authorized Persons").

4. The Materials produced by AAR CORP shall not be copied or reproduced by Defendants or Defendants' counsel either directly or indirectly unless they are copied or reproduced for use by Authorized Persons to assist in the defense, and in that event, such copies and reproduction must be treated in the same manner as the original matter.

5. Before providing the Materials to Authorized Persons, Defendants' counsel must provide the Authorized Person with a copy of this Order and require the Authorized Person to sign Attachment A to this Agreed Protective Order, titled Agreement To Abide By Protective Order, which provides that the Authorized Person has received a copy of and reviewed this Order and has agreed to be bound by its terms and conditions subject to sanctioning by the Court for any violations of this Order. Defendants' counsel shall maintain a copy of the signed statement of each Authorized Person for a period of twelve months after the later of: (a) the trial or other resolution of this case; and (b) any direct appeal.

6. This Order may be modified by agreement of the parties with permission of the Court or by further Order of the Court.

ENTERED:



Amy J. St. Eve
United States District Judge

Dated: August 5, 2011

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
vs.)	Case No. 10 CR 195 - 1, 3
)	
BRIAN HOLLNAGEL and BCI)	Honorable Judge Amy J. St. Eve
AIRCRAFT LEASING, INC.,)	
)	
Defendants.		

AGREEMENT TO ABIDE BY PROTECTIVE ORDER

I hereby acknowledge that I have been given an opportunity to read the Agreed Protective Order entered by the United States District Court for the Northern District of Illinois in the above-captioned case, and that I understand the Agreed Protective Order and agree to be bound by its terms.

I agree that I will not at any time reveal or discuss the contents of documents, materials or information (collectively, the "Materials") furnished to me in the course of the above-captioned case with anyone, except as expressly authorized by the Agreed Protective Order or as otherwise required by the Court in the above-captioned case. I agree that I will use any Materials furnished to me only for the purpose of the above-captioned case, except as expressly authorized by the Agreed Protective Order or as otherwise required by the Court.

I further agree that in the event I cease to have any involvement in the above-captioned case: (i) I will promptly return all Materials to the party or counsel from whom I received those Materials; and (ii) I will maintain the confidentiality of the all Materials that are disclosed to me.

I hereby consent to the jurisdiction of the United States District Court for the Northern District of Illinois for the limited purpose of any proceeding to enforce the terms of the Agreed Protective Order.

Name: _____
(print)
Signature: _____
Date: _____